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7  
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 9 [sued erroneously as "Angelo Mancello"]

10  
 11 UNITED STATES DISTRICT COURT  
 12 NORTHERN DISTRICT OF CALIFORNIA

11	LUZ-MARIA URZUA, CESAR	) Case No.: C 07-05903 JSW
12	ANCHANTE-MARTINELLI	)
13	Sramineus Homo, US Vessel	) Hon. Jeffrey S. White
14	Libellant,	) Courtroom: 2
15	V.	) Related Case No. C 07-5906 JSW
16	COUNTRYWIDE BANK, ANGELO	) Related Case No. C 07-5932 JSW
17	MANCELLO, PRESIDENT, US Vessel	) Related Case No. C 07-5931 JSW
18	DOES, ROES, and MOES 1-100 et al,	) Related Case No. C 07-6349 JSW
19	US Vessel sand	) File Date: November 21, 2007
20	Libellees,	) Trial Date: Not Assigned
21	Luz-Maria: Urzua, Cesar: Anchante-Martinelli	) CASE MANAGEMENT STATEMENT BY
22	Lien Holder of the Vessel, the Real Party In	) COUNTRYWIDE BANK FSB AND
23	Interest, Lawful Woman, Man Injured Third	) ANGELO MOZILO
24	Party Intervener/Petitioner/Libellant,	)
25	V.	) Date: April 4, 2008
26	COUNTRYWIDE BANK, ANGELO	) Time: 9:00 a.m.
27	MANCELLO, PRESIDENT, U.S. Vessel	) Courtroom: 2
28	DOES, ROES, and MOES 1-100 et al	)
	US VESSELS	)
	INDIVIDUALLY AND SEVERALLY	)
	Third Party Defendants/Libellees	)

1 Pursuant to Rule 16(b) of the Federal Rules of Civil Procedure, Local Rule 16-9 and the  
 2 Standing Order for all Judges of the Northern District of California, Defendants Countrywide  
 3 Bank FSB and Angelo Mozilo (collectively "Countrywide") hereby submit this Case  
 4 Management Statement.<sup>1</sup>

5 As the Court is aware, Defendants have moved to dismiss Plaintiff's Complaint, and that  
 6 motion is scheduled to be heard on April 4, 2008, the same day as the Case Management  
 7 Conference. Because Countrywide has not yet answered the Complaint, it has not fully  
 8 considered some of the issues discussed below. However, Countrywide has provided as much  
 9 information as it has at this time and would be happy to provide further information to the Court  
 10 at a later conference if the Court denies its motion to dismiss.

11

12 I. JURISDICTION AND SERVICE.

13 Countrywide has filed a motion to dismiss Plaintiffs' Complaint. Countrywide contends  
 14 that there is no jurisdiction in this court because, as far as can be ascertained, this matter does not  
 15 involve a question of federal law and is apparently based upon a contract executed in California  
 16 by two California parties. In addition, the complaint is virtually incomprehensible making it  
 17 difficult to determine whether the jurisdiction is appropriate in this court.

18

19

II. FACTS.

20

A. Plaintiffs' Claims.

21

Because the complaint is so obtusely worded, Countrywide is unclear what claims are  
 exactly being made. From what Countrywide has been able to discern, plaintiffs allege that, after  
 having submitted various documents and notices to Countrywide and receiving no response  
 Countrywide has now somehow agreed to discharge plaintiffs' mortgage debt and has also  
 waived its right to contest this lawsuit. Plaintiffs now appear to seek a declaratory judgment  
 based upon an "administrative remedy."

22

23

<sup>1</sup> Because Plaintiff is in pro per, Defendants submit this Case Management Statement separately pursuant to Judge White's Civil Standing Orders, No. 5 and Local Rule 16-9(a).

1       B.     Defendants' Defenses.

2       Because of the pending Motion to Dismiss, Countrywide has not yet answered.  
3       Accordingly, there are no defenses on file at this time, and Countrywide reserves the right to  
4       assert affirmative defenses in the event that one or both Defendants are required to answer the  
5       Complaint. However, in general and despite the fact that most of these facts are nowhere alleged  
6       in the Complaint, the most important facts of which Defendants are aware at this time are:

7       1.       On or about April 4, 2006, plaintiffs Luz-Maria Urzua and Cesar Anchante-  
8       Martinetti refinanced their existing property located at 3785 North Lake Road, Merced,  
9       California 95340 with a new loan in the original principal amount of \$607,500.00. The first  
10      payment on this loan was due June 1, 2006, and the loan is paid to May 1, 2007. The property is  
11      currently in foreclosure. The notice of default was recorded on September 28, 2007. The notice  
12      of sale was published and recorded three months later, and the sale is currently scheduled for  
13      March 20, 2008, at 3:00 p.m.

14       2.       Urzua and Anchante-Martinetti own a second property located at 6787 Hillsview  
15      Drive, Vacaville, California 95688. That property is encumbered by a second position loan  
16      currently held by Countrywide Bank, FSB. That loan is dated July 18, 2006, and is in the  
17      original amount of \$200,000.00. The loan is currently paid to May 2007, and is in default. A  
18      foreclosure sale has not yet begun on this loan.

19  
20       III.     LEGAL ISSUES.

21       At this point, due to the confusing allegations of the Complaint, Countrywide is unable to  
22      determine what legal issues, if any, are presented.

23  
24       IV.     MOTIONS.

25       Countrywide has filed a motion to dismiss, which motion is scheduled to be heard on  
26      April 4, 2008, with other motions to dismiss. If that motion is unsuccessful, Countrywide will  
27      move for summary judgment following discovery.

1 V. AMENDMENT OF PLEADINGS.

2 Countrywide does not intend to file a complaint, or other pleadings seeking relief.

3

4 VI. EVIDENCE PRESERVATION.

5 Although it is not sure what exactly is being alleged, Countrywide has taken steps to  
6 preserve all documents it has regarding the mortgage loans taken out by Luz-Maria Urzua and  
7 Cesar Anchante-Martinetti.

8

9 VII. DISCLOSURES.

10 A. By Plaintiff:

11 As of the date of this Statement, Countrywide has not received the Fed. R. Civ. P. 26  
12 disclosures from Plaintiffs and Countrywide has not served its Fed. R. Civ. P. 26 disclosures.

13 B. By Defendants:

14 Should this matter continue, Defendants intend to take both Ms. Urzua and Mr.  
15 Martinetti's depositions, and serve document requests, interrogatories and request for admissions  
16 upon both parties. At this time, Countrywide has not considered what other discovery it may  
17 need but it does not anticipate a significant number of depositions or requests.

18

19 VIII. DISCOVERY.

20 As of the date of this statement, no discovery has been taken.

21

22 IX. CLASS ACTIONS.

23 Countrywide is unaware of any plans to request certification of a class.

24

25 X. RELATED CASES.

26 On January 15, 2008, Judge Joseph C. Spero determined these cases, all pending the  
27 United States District Court for the Northern District of California, to be related:

28 C 07-05903 Urzua v. Countrywide Bank, et al.

1                   C 07-05906           Urzua v. America's Servicing Company, et al.  
2                   C-07-05931           Urzua v. World Saving, et al.  
3                   C-07-05932           Urzua, et al. v. Countrywide Bank, et al.  
4                   C-07-06349           Urzua, et al. v. Countrywide Home Loans, et al.

5

6 XI. RELIEF.

7                   Countrywide is unable to determine what relief is being sought in the complaint.  
8 Countrywide seeks dismissal of the action in its entirety.

9

10 XII. SETTLEMENT AND ADR.

11                   Countrywide does not see the value of settlement discussions so long as Plaintiffs  
12 continue operating under the mistaken assumption that their "administrative remedy" somehow  
13 erases their mortgage debt. Plaintiffs owe to Countrywide a significant amount of money.

14

15 XIII. CONSENT TO MAGISTRATE JUDGE FOR ALL PURPOSES.

16                   Countrywide consents to a magistrate judge to conduct all further proceedings including  
17 trial and entry of judgment.

18

19 XIV. OTHER REFERENCES.

20                   Countrywide does not believe this case is suitable for binding arbitration, a special master  
21 or the Judicial Panel on Multidistrict Litigation.

22

23 XV. NARROWING OF ISSUES.

24                   At this moment, Countrywide is unaware of any issues which can be narrowed. Given  
25 the nature of Plaintiffs' complaint, it is unlikely that Countrywide will be able to stipulate or  
26 agree to any matter alleged.

1 XVI. EXPEDITED SCHEDULE.

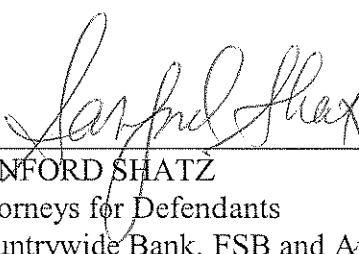
2 Countrywide believes this matter should not be handled on an expedited schedule.

3  
4 XVII. SCHEDULING.5 Countrywide believes its motion to dismiss, scheduled to be heard on April 4, 2008, is a  
6 well taken motion and should be granted. Countrywide therefore believes that no further  
7 scheduling will be necessary.8  
9 XVIII. TRIAL.

10 Countrywide does not believe this matter, as framed in the complaint, warrants a trial.

11  
12 XIX. DISCLOSURE OF NON-PARTY INTERESTED ENTITIES OR PERSONS.13 Countrywide is a wholly owned subsidiary of Countrywide Financial Corporation, which  
14 is publicly traded on the New York stock exchange under the symbol CFC. Bank of America  
15 and Countrywide recently announced merger plans and Countrywide, including the affiliate at  
16 issue in this trial, is likely to become a part of Bank of America, and its family of services, during  
17 the third quarter of 2008.18  
19 DATED: March 17, 2008

By:

  
SANFORD SHATZ

Attorneys for Defendants

Countrywide Bank, FSB and Angelo Mozilo  
[sued erroneously as "Angelo Mancello"]20  
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**PROOF OF SERVICE**

I am over the age of 18 years and not a party to the within action. I am employed by Countrywide Home Loans, Inc. My business address is 5220 Las Virgenes Road, MS: AC-11, Calabasas, California 91302.

On March 18, 2008, I served CASE MANAGEMENT STATEMENT on each person or entity name below by enclosing a copy in an envelope addressed as shown below and placing the envelope for collection and mailing on the date and at the place shown below following our ordinary office practices. I am readily familiar with the practice of this office for collection and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service in a sealed envelope with postage fully prepaid.

Date of Mailing: March 18, 2008

Place of Mailing: Calabasas, California

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Executed on March 18, 2008, at Calabasas, California.

Desiree Rais

## SERVICE LIST

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